

General Terms and Conditions for the Engagement of Performing Independent Activities Using Technion Equipment – All Subject to Specific Price Quotation

1. Preamble

- 1.1 Company is interested in engaging with Technion Research and Development Foundation Ltd. (the “**Service Provider**”) for using equipment (the “**Equipment**”) of the Fuel Cells Lab and/or the Hydrogen Technologies Lab (each or together the “**Center**”) of the Grand Technion Energy Program of Technion – Israel Institute of Technology (the “**Technion**”), as detailed in the Price Quotation signed by the Company.
- 1.2 Company shall use the Equipment for independent activities of the Company to be rendered by Company’s Authorized Personnel, as defined below (the “**Activities**”).
- 1.3 The Company is solely responsible for providing full and accurate information to enable the Center to provide the relevant Price Quotation.

2. The Activities

- 2.1 The Company shall provide Service Provider with information all persons which it wishes to perform the Activities on its behalf. All Company persons must undergo technical and safety training (“**Pre-Activities Training**”) prior to performance of the Activities.
- 2.2 Service Provider has full and sole discretion whether to approve any person. Only persons approved by Service Provider (the “**Company’s Authorized Personnel**”) may use the Equipment and perform the Activities.
- 2.3 The Company’s Authorized Personnel shall follow Service Provider’s work procedures and safety instructions. Company is fully responsible for the actions and omissions of the Company’s Authorized Personnel, including use of the Equipment, performance of the Activities and compliance with all Service Provider’s work procedures, safety instructions and the provisions of these Terms and Conditions.

- 2.4 Access and use of the Equipment by the Company’s Authorized Representatives will be based on availability and the Center’s approval. Service Provider is not responsible and do not guarantee availability of any of the Equipment.
- 2.5 The Equipment is available for use only during regular working hours, subject to prior booking, availability, and approval of the Center.
- 2.6 The Center is making reasonable efforts in order to keep the Equipment in good condition and ready for use. The Equipment is provided on “as-is” condition, and Company is solely responsible to ensure its suitability and fitness. Non-availability of the Equipment does not constitute a breach by Service Provider.
- 2.7 Company’s Authorized Personnel must immediately inform the Center on the occurrence of any malfunction and/or damage and/or any difficulties in using the Equipment or the Center’s facilities.
- 2.8 Company acknowledges that Service Provider may render similar services to any third-party, and is under no obligation to avoid rendering services which are of the same nature.

3. Use of Company’s Material in the Center

- 3.1 Should the Company wish to use chemical, biological or other material (the “**Material**”) which it provides for the performance of the Activities, Company shall inform the Center, in advance, of the specifications, composition and terms of safety of the Material and obtain approval to provision and use of such Material.
- 3.2 Company undertakes and declares that the Material is retained by the Company in accordance with all applicable terms, laws, and regulations and that the Company has obtained all the permits and/or approvals required by law, as needed, to hold the Material, provide them, and use them.
- 3.3 The Company assumes full and sole responsibility, liability, and warranty, explicit or implied, in connection with the Material, and shall be fully and solely responsible and liable to any damage, including indirect, ancillary or consequential damage thereof. The Company fully releases the Center, the Service Provider and anyone

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on their behalf from any and all such responsibility, liability and warranty.

- 3.4 Company shall not leave Material in the Center's facilities without supervision and shall remove or dispose of all Material according to all applicable safety regulations upon leaving the Center's premises. Service Provider shall not store any Material and shall not responsible for keeping any Material.
- 3.5 Service Provider is not responsible for maintaining and/or documenting the Activities or its results. Company explicitly releases Service Provider from maintaining, documenting, or providing Company with any documentation regarding the use of the Equipment.

4. Consideration

- 4.1 The Company undertakes to pay the Service Provider the following: (1) The cost of the Pre-Activities Training of any and all Company's Authorized Personnel; (2) The cost of using the Equipment, as per the Price Quotation (together shall be defined as "**Consideration**").
- 4.2 The Consideration will be calculated based on the Center's records of Company's Activities.
- 4.3 If the Price Quotation refers to the Center's price list, any update in the price list will apply to the Activities. The Center may update the price list from time to time and it is the Company's responsibility to check the price list prior to performance of the Activities.
- 4.4 The invoice amount shall be calculated by the Center in accordance with the price quotation, to be paid by the Company within 30 (thirty) days thereof, unless specified otherwise in the Price Quotation.
- 4.5 VAT shall be added to all payable amounts due by the Company, as applicable by law. An advance payment may be required by the Center to be paid prior to the performance of the Activities.
- 4.6 Any delinquent payments shall bear interest at the rate applied by Bank Leumi Le'Israel to accounts for credit limit.
- 4.7 In the event Company fails to pay fully and/or timely any of the payments, the Center and the Service Provider are entitled to

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immediately cease any of the Activities and withhold providing Company with the results of the Activities and withhold any of the Company's Material located at the Center. The above remedy does not derogate any of the Service Provider's rights to pursue any other legal remedies and reliefs.

5. Use of Company's Equipment in the Center

- 5.1 If Company wishes to provide its own equipment ("**Company Equipment**") to be used in the Center during the Activities, then Company is obligated to specify in advance any relevant details, terms of use, safety requirements and other relevant information.
- 5.2 The Center has the full and sole discretion whether to approve provision of Company Equipment to the Center.
- 5.3 The Company warrants and declares that the Company Equipment is retained by the Company in accordance with all applicable terms, laws, and regulations and that the Company obtained all the permits and/or approvals required by law, as needed, to hold the Company Equipment, provide them, and use them in the Center.
- 5.4 The Company assumes full and sole responsibility, liability, and warranty, explicit or implied, in connection with the Company Equipment, and shall be fully and solely responsible and liable to any damage, including indirect, ancillary or consequential damage thereof. The Company fully releases the Center, the Service Provider and anyone on their behalf from any and all such responsibility, liability and warranty.
- 5.5 The Company must not leave the Company Equipment in the Center's facilities without supervision. It is hereby clarified that the Center, the Service Provider and anyone of their behalf will not store any Company Equipment and are not responsible for keeping it during and after the Activities.
- 5.6 The Center, the Service Provider and anyone on their behalf are not and will not be responsible for maintaining and/or documenting the results of the use of the Company Equipment and the Company explicitly releases them of any such liability.

6. Intellectual Property, Confidentiality

- 6.1 Subject to Company's full and timely payment of all outstanding Consideration, the Service Provider confirms that all results generated solely by Company's Authorized Personnel in the scope of the Activities (the "**Results**") shall be the Company's exclusive property.
- 6.2 Notwithstanding the above, both Parties shall remain the sole owner of any intellectual property rights they developed or acquired prior to or outside the scope of this engagement, even if disclosed to the other party for the purpose of the Activities.
- 6.3 The Company acknowledges that the performance of the services shall take place in a lab which is open to Technion and non-Technion personnel. Service Provider cannot guarantee confidentiality of any information, Material, Company Equipment or Results.
- 6.4 The Company undertakes that it, and any Company Authorized Personnel, shall maintain in strict confidence any information, material, data, results, methodology, protocols, procedures and processes of the Service Provider or any third-party should they be exposed to such during their visit to the Center.

7. Non-Liability of the Service Provider

- 7.1 This engagement shall not be construed as creating any guarantee by the Center, the Service Provider and anyone on their behalf to any specific results or any success as a result of the use of the Equipment.
- 7.2 The Center, the Service Provider and anyone on their behalf shall not bear any liability for damages and/or losses, whether direct or indirect of any sort which may be caused to the Company or to any third party resulting from the Activities and/or use of the Results.
- 7.3 The Company declares that it owns an appropriate insurance from a reputable insurance company with sufficient financial coverage to cover its liability as well as the Service Provider and the Technion and anyone on their behalf as set herein, including without limitation: (1) Employer's liability insurance; (2) Third party

liability insurance; (3) Property Liability insurance – all to cover any and all damages which may occur due to and in the scope of the Activities.

- 7.4 Prior to commencement of the Pre-Activities Training and the Activities, the Company shall provide the Center with insurance approval, to cover any damages and losses which may occur in relation to the Activities, in the format attached as **Annex A**.

8. Term and Termination

- 8.1 The Terms and Conditions set herein shall apply to the engagement by the Company to perform the Activities in the Center as specified in the Price Quotation signed and accepted by the Company ("**Terms and Conditions**", "**Engagement**"). In case of any discrepancy, the Price Quotation and these Terms and Conditions shall prevail over any other terms.
- 8.2 The Terms and Conditions set herein shall be in effect as of Company's signature of the Price Quotation ("**Effective Date**") and shall remain in effect for a period of one (1) year, unless terminated earlier.
- 8.3 Each Party may terminate this Engagement by prior written notice of thirty (30) days in advance.
- 8.4 Upon termination of this Engagement, for any reason, Company shall pay Service Provider all outstanding amounts for all costs generated in the performance of the Activities until the date of termination, as well as for non-cancellable costs incurred in relation to the Activities.

9. Miscellaneous

- 9.1 The Service Provider is an independent contractor performing "Work for Hire", and the relationship between the Parties shall not be deemed as employer-employee relationship.
- 9.2 Company is restricted from using the name and/or logo of the Service Provider, the Center and Technion and anyone affiliated thereto, in any matter, without receiving the prior written consent of the authorized personnel.

- 9.3 The Terms and Conditions together with the relevant Price Quotation constitute the full and entire understanding between the Company and the Service Provider.
- 9.4 Any amendments or addendums may be agreed in a written instrument executed by both Parties and signed by their authorized personnel.
- 9.5 The Company may not transfer its rights and/or obligations hereunder to any person, company, association, or corporation, unless it has received prior written approval from the Service Provider.
- 9.6 Nothing in this Engagement shall grant a party the authorization or legal right to present the other party.
- 9.7 All notices hereunder shall be in writing and made by: (1) registered delivery; or (2) personal delivery; or (3) e-mail with receipt of confirmation that such transmission has been received.
- 9.8 This Engagement and the Activities performed hereunder shall be governed by the laws of Israel. The competent court in Haifa, shall have sole and exclusive jurisdiction over any dispute arising thereof.

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